SERFF Tracking Number: GRAX-G126756033 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 46403

Company Tracking Number: P1080010NW

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Filing at a Glance

Company: Great American Life Insurance Company

Product Name: Annuity Individual Fixed SERFF Tr Num: GRAX- State: Arkansas

G126756033

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved-State Tr Num: 46403

Closed

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: P1080010NW State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: SPI Disposition Date: 08/10/2010

GreatAmericanFinancialRes

Date Submitted: 08/05/2010 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

Filing Type: Form

General Information

Project Name: Annuity Individual Fixed Status of Filing in Domicile: Pending

Project Number: P1080010NW Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 08/10/2010 Explanation for Other Group Market Type:

State Status Changed: 08/10/2010

Deemer Date: Created By: SPI GreatAmericanFinancialRes

Submitted By: SPI GreatAmericanFinancialRes Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review and approval, please find the forms referenced above. These forms are new forms and do not replace any existing forms, nor have they been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards. These forms were filed in Ohio, our state of domicile, on 07/29/10.

Form number P1080010NW is a fixed indexed annuity contract. It will be marketed to the general public through

SERFF Tracking Number: GRAX-G126756033 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 46403

Company Tracking Number: P1080010NW

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Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

financial institutions and appropriately licensed producers. It can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.

Form number A1079910NW, will be used to apply for this contract.

Company and Contact

Filing Contact Information

Juli Fleming, Senior Compliance Analyst jfleming@gafri.com

P. O. Box 5420 513-412-0018 [Phone] 10018 [Ext]

Cincinnati, OH 45201-5420 513-412-1470 [FAX]

Filing Company Information

Great American Life Insurance Company CoCode: 63312 State of Domicile: Ohio

P. O. Box 5420 Group Code: 84 Company Type:
Cincinnati, OH 45201-5420 Group Name: Great American State ID Number:

Group Name: Great American Financial Resources, Inc.

(800) 854-3649 ext. [Phone] FEIN Number: 13-1935920

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Great American Life Insurance Company \$50.00 08/05/2010 38538321

 SERFF Tracking Number:
 GRAX-G126756033
 State:
 Arkansas

 Filing Company:
 Great American Life Insurance Company
 State Tracking Number:
 46403

Company Tracking Number: P1080010NW

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	08/10/2010	08/10/2010

SERFF Tracking Number: GRAX-G126756033 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 46403

Company Tracking Number: P1080010NW

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Disposition

Disposition Date: 08/10/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 GRAX-G126756033
 State:
 Arkansas

 Filing Company:
 Great American Life Insurance Company
 State Tracking Number:
 46403

Company Tracking Number: P1080010NW

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Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT		Yes
	AR - NAIC FORM FILING ATTACHMEN	Γ	
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	FIA Certification		Yes
Supporting Document	Cover Letter		Yes
Form	Individual Deferred Annuity Contract		Yes

 SERFF Tracking Number:
 GRAX-G126756033
 State:
 Arkansas

 Filing Company:
 Great American Life Insurance Company
 State Tracking Number:
 46403

Company Tracking Number: P1080010NW

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Form Schedule

Lead Form Number: P1080010NW

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	P1080010	NPolicy/Cont Individual Deferred	Initial		53.000	P1080010NW
	W	ract/Fratern Annuity Contract				.PDF
		al				
		Certificate				



LIFE INSURANCE COMPANY

Home Office: Cincinnati, Ohio Administrative Office: P.O. Box 5420, Cincinnati, Ohio 45201-5420

Individual Deferred Annuity Contract

Multiple Interest Crediting Strategies
Flexible Purchase Payments for Limited Period
Nonparticipating - No Dividends

TWENTY DAY EXAMINATION-RIGHT TO CANCEL

You may cancel this contract ("Contract") by returning it and giving us written notice of cancellation. You have until midnight of the twentieth (20th) day following the day you receive this Contract, or such longer period as may be provided by law. If you purchased this Contract to replace an existing annuity contract, you have until midnight of the thirtieth (30th) day following the day you receive this Contract. This Contract must be returned and the required notice must be given to us or to the producer who sold it to you, in person or by mail. If by mail, the return of this Contract or the notice is effective on the date it is postmarked, with the proper address and with postage paid. If you cancel this Contract as set forth above, this Contract shall be void and we will refund the Purchase Payments made for it.

As you read through this Contract, please note that the words "we", "us", "our", and "Company" refer to Great American Life Insurance Company. The words "you" and "your" refer to the Owner, including a joint owner, if any. "Administrative Office" means our home office or any other place of business that we may designate for administration.

This is a deferred annuity contract. It is a legally binding agreement between you and us.

PLEASE READ YOUR CONTRACT WITH CARE.

MARK F. MUETHING SECRETARY CHARLES R. SCHEPER PRESIDENT

Charles R Schepen

IF YOU CHOOSE, INTEREST CREDITED TO THIS CONTRACT MAY BE DETERMINED IN PART BASED ON AN EXTERNAL INDEX. HOWEVER, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY EQUITY OR DEBT INVESTMENTS. NO DIVIDENDS ARE PAID ON THIS CONTRACT.

CONTRACT SPECIFICATIONS

OWNER: [JOHN DOE]

AGE OF OWNER AS OF CONTRACT EFFECTIVE DATE: [35]

[JOINT OWNER: N/A]

[AGE OF JOINT OWNER AS OF CONTRACT EFFECTIVE DATE: N/A]

ANNUITANT: [JOHN DOE]

[AGE OF ANNUITANT AS OF CONTRACT EFFECTIVE DATE: 35]

CONTRACT NUMBER: [000000000]

TAX-QUALIFIED CONTRACT: [YES - QUALIFICATION ENDORSEMENT INCLUDED] [NO]

CONTRACT EFFECTIVE DATE: [SEPTEMBER 01, 2010]

ANNUITY COMMENCEMENT DATE: [SEPTEMBER 01, 2070]

AMOUNT OF INITIAL PURCHASE PAYMENT: [\$10,000]

INTEREST STRATEGY APPLICATION DATE: [The 6th and 20th day of each Month]

PURCHASE PAYMENT PERIOD: [FIRST CONTRACT YEAR]

MINIMUM REQUIRED VALUE: [\$5,000]

MINIMUM FIXED PERIOD ANNUITIZATION: [7 years]

EARLY WITHDRAWAL CHARGE RATE SCHEDULE:

Contract Year	1	2	3	4	5	6	7	8+
Early Withdrawal Charge Rate	9%	8%	7%	6%	5%	4%	3%	0%

GUARANTEED MINIMUM DECLARED RATE: [2%]

[PURCHASE PAYMENT BONUS: [0%]]

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INITIAL INTEREST STRATEGY(IES): Declared Rate Strategy	Initial Selection [15%]	Guaranteed Values
Term:		[1 year]
[[Annual Point-to-Point Indexed Strategy]	[15%]	
Term:		[1 Year]
Segment:		[1 Year]
Valuation Dates:		[End of Segment]
Minimum Participation Rate:		[100%]
Minimum Cap:		[3%]
Minimum Floor:		[0%]
Maximum Index Spread:		[0%]]
[[Monthly Averaging]	[70%]	
Term:		[1 Year]
Segment:		[1 Year]
Valuation Dates:		[End of Segment]
Minimum Participation Rate:		[100%]
Minimum Cap:		[4%]
Minimum Floor:		[0%]
Maximum Index Spread:		[0%]]

The Index used for Indexed Strategies available under this Contract is the Standard & Poor's 500[®] Index. It excludes any dividends that may be paid by the firms that comprise the Index.

"S&P 500[®]" and "Standard & Poor's 500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed by Great American Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.

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[BENEFICIARY DESIGNATIONS AS OF CONTRACT EFFECTIVE DATE:

Primary:	Contingent:
[NONE]	[NONE]
[JANE DOE, Spouse]	[50% JIMMY DOE, son]
[50% JIMMY DOE, son]	[50% JUNE DOE, daughter]
[50% JUNE DOE, daughter]	

Beneficiary designations are subject to Contract rules and the rights of a Joint Owner, if any.]

INQUIRIES: For information and assistance, or to make a complaint, call or write:

Policyowner Service Department Great American Life Insurance Company P.O. Box 5420 Cincinnati, Ohio 45201-5420 1-800-854-3649

If you prefer, you may visit us at our website, www.GAFRI.com.

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DEFINITIONS

Adjusted Change: The change in the Index Value for a Segment, with adjustments as described in the **Indexed Interest Rate** provision of this Contract.

Annuity Benefit: The payments that may be made under the ANNUITY BENEFIT section of this Contract.

Annuity Commencement Date: The first day of the first payment interval for which payment of an Annuity Benefit is to be made.

Beneficiary: The person entitled to receive any Death Benefit that is to be paid under this Contract.

Cap: The highest Adjusted Change for each Segment of an Indexed Strategy.

Contract Anniversary: The date in each year that is the annual anniversary of the Contract Effective Date.

Contract Effective Date: The date as of which the first Purchase Payment is applied to this Contract. That date is set out on the Contract Specifications page.

Contract Year: Each twelve (12) month period that begins on the Contract Effective Date or on a Contract Anniversary.

Death Benefit: The benefit described in the DEATH BENEFIT section of this Contract.

Death Benefit Commencement Date: The first day of the first payment interval for a Death Benefit that is paid as periodic payments; or the date of payment for a Death Benefit that is paid as a lump sum.

Death Benefit Valuation Date: The earlier of:

- 1) the date that we have received both Due Proof of Death and a Written Request with instructions as to the form of Death Benefit; or
- 2) one (1) year from the date of death.

Declared Interest Rate: The rate at which interest is credited under a Declared Rate Strategy.

Due Proof of Death: One (1) of the following:

- 1) a certified copy of a death certificate; or
- a certified copy of a decree that is made by a court of competent jurisdiction as to the finding of death.

We may also accept other proof that is satisfactory to us.

Floor: The lowest Adjusted Change for each Segment of an Index Strategy.

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Index: The specified index that will apply to an Indexed Strategy for a Term is set out on the Contract Specifications page. If the index is no longer published or its calculation is changed, we may substitute a suitable index at our discretion. We will notify you if we make a substitution. If required, we will get approval from the insurance department of the state where this Contract was issued before we make a substitution.

Index Change: A percentage change that is equal to:

- 1) the average Index Value on each Valuation Date within the Segment; divided by
- 2) the Index Value at the start of the Segment; then reduced by
- 3) the number 1 (100%).

Index Spread: An amount by which the Index Change is reduced when computing the Adjusted Change.

Index Value: The standard industry value of the Index. The Index Value for a particular date is the value of the Index as of the close of business on that date. For any date that the New York Stock Exchange is not open for business, the Index Value will be the value of the Index as of the close of business on the most recent day on which the Exchange was open before that date.

Indexed Interest Rate: The rate at which interest is credited under an Indexed Strategy.

Interest Strategies: At any point in time, the available Declared Rate Strategy(ies) and Indexed Strategy(ies). The initial Declared Rate Strategy(ies) and Indexed Strategy(ies) are set out on the Contract Specifications page.

Interest Strategy Application Date: The day each month, as set out on the Contract Specifications page, that the balance of the Purchase Payment Account is applied to the Interest Strategies. If the Index Strategy Application Date occurs on a day that the New York Stock Exchange is not open for business, the Strategy Application Date will be the most recent day on which the Exchange was open before that date.

Participation Rate: The portion of the Index Change that is used to compute the Adjusted Change.

Purchase Payment: An amount received by us for this Contract. This amount is after the deduction of any fee charged by the person remitting payment. It is also after the deduction of any taxes withheld from the payment.

Segment: The period of time over which the change in the Index is measured for an Indexed Strategy. A Segment may never be longer than the Term of that Strategy. The initial Segment begins on the first day of the Term. Subsequent Segments begin upon the expiration of the preceding Segment. Daily Segments that end on a day that the New York Stock Exchange is not open for business will be disregarded.

Strategy: The method by which the rate of interest to be credited is determined. A "Declared Rate Strategy" uses interest rates that we set. An "Indexed Strategy" uses an Indexed Interest Rate as described in the INTEREST section of this Contract.

Tax-Qualified Contract: An annuity contract that is intended to qualify for special tax treatment for retirement savings. Whether this is a Tax-Qualified Contract is set out on the Contract Specifications page.

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Term: For a Declared Rate Strategy, the period of time during which the interest rate is declared; for an Indexed Strategy, the period over which an Indexed Interest Rate is calculated. An initial Term begins on an Interest Strategy Application Date on which the Purchase Payment Account is applied to the Interest Strategies. Subsequent Terms begin upon the expiration of the preceding Term.

Valuation Date: A date on which the Index Value is measured to compute the Index Change. If an Indexed Strategy uses Valuation Dates that are daily, then dates on which the New York Stock Exchange is not open for business are disregarded. If an Indexed Strategy uses Valuation Dates that are other than daily, then the Valuation Dates are the dates within a month that correspond to the first day of the Term.

Written Request: Information provided, or a request made, that is:

- 1) complete and satisfactory to us;
- 2) sent on our form or in a manner satisfactory to us, which may, at our discretion, be by telephone or electronic means; and
- 3) received by us at our Administrative Office.

A Written Request is subject to any payment that we make before we acknowledge it. It is also subject to any action that we take before we acknowledge it. We will deem a Written Request to be a standing order. It may be modified or revoked only by a subsequent Written Request, when permitted by the terms of this Contract. You may be required to return this Contract to us in connection with a Written Request.

GENERAL PROVISIONS

Entire Contract

This Contract is an individual deferred annuity contract. It provides for both declared and indexed interest rates. It is restricted as required to obtain favorable tax treatment under federal tax law. This Contract, any application for it, any endorsements to it, and any riders, including the application for a rider, if any, form the entire contract between you and us.

Only statements that you have made in consideration for this Contract or a rider will be used to defend a claim based on it, or to void this Contract or a rider. Such statements are treated as representations and not warranties.

Changes – Waivers

No changes or waivers of the terms of this Contract are valid unless made in writing and are signed by our President, Vice President, or Secretary. No other person or producer has authority to change or waive any provision of this Contract. We reserve the right both to administer and to change the terms of this Contract to conform to pertinent laws and governmental regulations and rulings.

Nonparticipating

This Contract does not pay dividends or share in the Company's divisible surplus.

Misstatement

If the age of a person is misstated, payments shall be adjusted to the amount that would have been payable based on the correct age. If payments based on the correct age would have been higher, we will promptly pay the underpaid amount in one (1) sum, with interest. If payments based on the correct age would have been lower, we may deduct the overpaid amount, with interest, from succeeding payments. We may also pursue other remedies at law or in equity. The interest to be paid or charged shall be at the rate used to calculate the payments, but shall not exceed six percent (6%) per year.

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Required Reports

At least once each Contract Year, we will send you a report of your current values. We will also provide any other information required by law. These reports will stop on the earliest of the following dates:

- 1) the date that this Contract is surrendered;
- 2) the Annuity Commencement Date; or
- 3) the Death Benefit Valuation Date.

The reports will be mailed to your last known address. If permitted by law, in place of that we may deliver these and other required documents in electronic form. The reported values will be based on the information in our possession at the time that we prepare the report. We may adjust the reported values at a later date if that information proves to be incorrect or has changed.

Exclusive Benefit

Your rights as Owner of this Contract are for the exclusive benefit of you and your Beneficiaries. Your rights as Owner of this Contract are nonforfeitable by us.

State Law

All factors, values, benefits, and reserves under this Contract shall not be less than those required by the law of the state in which this Contract is delivered.

Claims of Creditors

To the extent allowed by law, your rights as Owner of this Contract and all values and benefits under it are not subject to the claims of creditors or to legal process.

Company Liability

We will not be liable for any loss that is related to a failure by you, or by any other person having rights or benefits under this Contract, to comply with pertinent laws or governmental regulations or rulings.

Incontestability

This Contract is not contestable by us, except to the extent stated in an application, rider, or endorsement, if any.

Discharge of Liability

We will be discharged from all liability to the extent of each payment that is made for a withdrawal, surrender, Annuity Benefit, or Death Benefit.

Transfer by the Company

We reserve the right to transfer our obligations under this Contract to another qualified life insurance company under an assumption or reinsurance arrangement. We may make such a transfer without your consent.

Taxes

Some states impose on the Company a premium tax or other taxes on annuities. If a premium tax or other tax is charged or due, we reserve the right to deduct this amount from the Purchase Payment or Account Value at the time that it is imposed.

Proof of Death

Before making payment of a Death Benefit, or any other payment or transfer of ownership rights that depends on the death of a specified person, we will require Due Proof of Death. We may delay making any payment until it is received.

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PURCHASE PAYMENTS

Purchase Payments

One (1) or more Purchase Payments may be paid to us at any time during the Purchase Payment Period, so long as each Purchase Payment is received by us at our Administrative Office on or before the earliest of:

- 1) the Annuity Commencement Date;
- 2) a death for which a Death Benefit is payable; and
- 3) the date that this Contract is surrendered.

The Purchase Payment Period is set out on the Contract Specifications page.

We may decline any Purchase Payment that has not been disclosed on an application, order ticket, or request form that is received by us on or before the Contract Effective Date.

The initial Purchase Payment must be received by us on or before the Contract Effective Date. Each Purchase Payment is subject to any minimums or maximums that we set for such from time to time. Upon request, we will provide you with a receipt as proof of payment.

Purchase Payment Bonus

This Contract may provide for a Purchase Payment Bonus to be credited for each Purchase Payment received during the first Contract Year. The Purchase Payment Bonus, if any, is set forth on the Contract Specifications page. The amount of this bonus is equal to the Purchase Payment multiplied by the Purchase Payment Bonus rate. The amount of the bonus will be determined before deduction of premium tax or other taxes. The bonus and interest earned on it will be forfeited if you cancel this Contract or surrender it during the first Contract Year.

CONTRACT VALUES

Account Value

The Account Value of this Contract at any time is equal to the sum of the Purchase Payment Account and the values of each Strategy.

Purchase Payment Account Value

At any time, the value of the Purchase Payment Account is equal to:

- 1) those Purchase Payments and Purchase Payment Bonuses that have not yet been applied to an Interest Strategy; minus
- 2) premium tax or other taxes that may apply to such Purchase Payments; and minus
- 3) all withdrawals and applicable Early Withdrawal Charges; and minus
- 4) rider fees and charges, if any; and plus
- 5) interest credited daily.

Indexed Strategy Value

At any time, the value of an Indexed Strategy is equal to:

- 1) the amounts applied to that Strategy for the current Term; minus
- 2) all withdrawals and applicable Early Withdrawal Charges; and minus
- 3) rider fees and charges, if any; and plus
- 4) interest, if any, credited at the Indexed Interest Rate on or before such date.

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Declared Rate Strategy Value

At any time, the value of a Declared Rate Strategy is equal to:

- 1) the amounts applied to that Strategy for the current Term; minus
- 2) all withdrawals and applicable Early Withdrawal Charges; and minus
- 3) rider fees and charges, if any; and plus
- 4) interest credited daily at the Declared Interest Rate.

Surrender Value

The Surrender Value of this Contract at any time is equal to the greater of:

- the Account Value less the Early Withdrawal Charge that would apply on a surrender of this Contract; or
- 2) the Guaranteed Minimum Surrender Value.

Guaranteed Minimum Surrender Value

The Guaranteed Minimum Surrender Value at any time is equal to:

- 1) the sum of all Purchase Payments; minus
- 2) all withdrawals and applicable Early Withdrawal Charges; plus
- 3) interest credited daily at the Guaranteed Minimum Declared Rate that is set forth on the Contract Specifications page; and minus
- 4) an amount equal to the Early Withdrawal Charge rate, set out on the Contract Specifications page, multiplied by the Account Value of this Contract.

The Guaranteed Minimum Surrender Value will not be less than the minimum values required by the law of the state in which this Contract is delivered.

Early Withdrawal Charge

An Early Withdrawal Charge shall be deducted from the Account Value of this Contract if it is surrendered or a withdrawal is taken prior to the end of the Early Withdrawal Charge period set out on the Contract Specifications page.

The Early Withdrawal Charge shall be equal to the Early Withdrawal Charge rate multiplied by the amount that you withdraw or surrender that is subject to such charge, which includes the amount needed to pay the Early Withdrawal Charge itself. The Early Withdrawal Charge rates are set out on the Contract Specifications page.

Free Withdrawal Allowance

Prior to the first Contract Anniversary, we will waive the Early Withdrawal Charge on an amount equal to ten percent (10%) of aggregate Purchase Payments received by us. On or after the first Contract Anniversary, Early Withdrawal Charges shall not apply to the extent that the total amounts withdrawn or surrendered during the same Contract Year do not exceed ten percent (10%) of the sum of the Account Value as of the most recent Contract Anniversary and all Purchase Payments received by us since the most recent Contract Anniversary.

You may not carry over any unused part of your free withdrawal allowance from one Contract Year to the next.

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INTEREST

Interest Crediting

We will credit interest based on the Strategies that you select. We will not credit interest on amounts after the earliest of:

- 1) the date on which they are withdrawn or surrendered;
- 2) the Annuity Commencement Date; or
- 3) the Death Benefit Valuation Date.

Purchase Payment Account

Interest is credited daily on amounts held under the Purchase Payment Account at an annual effective rate of at least the Guaranteed Minimum Declared Rate, as set forth on the Contract Specifications page. The Company, at its discretion, may declare and pay interest at a rate that is higher than, and in place of, the Guaranteed Minimum Declared Rate. Once declared, such rate shall be paid until changed.

Declared Rate Strategy

Interest is credited daily on amounts held under the Declared Rate Strategy based on a Declared Interest Rate with annual compounding. The Declared Interest Rate shall never be less than the Guaranteed Minimum Declared Rate as set forth on the Contract Specifications page. The Company, at its discretion, may declare a higher Declared Interest Rate for the Declared Rate Strategy for each new Term or any subsequent Term.

Indexed Strategy

On the last day of a Term, interest is credited to amounts held under an Indexed Strategy based on the Indexed Interest Rate for that Term with annual compounding. Interest is credited only on amounts that have been held under the Indexed Strategy for the entire Term; no interest is credited with respect to amounts that have been withdrawn during the Term or applied to pay Early Withdrawal Charges due as a result of such withdrawal(s). No interest shall be credited if the Indexed Interest Rate for the Term is zero (0) or negative.

Indexed Interest Rate

For any Term, the Indexed Interest Rate for an Indexed Strategy is the sum of the Adjusted Changes for all Segments within the Term. The Indexed Interest Rate for a Term will never be less than zero (0).

The Adjusted Change for each Segment within a Term is:

- 1) the Index Change for the Segment; reduced by
- 2) the Index Spread; then multiplied by
- 3) the Participation Rate.

The Adjusted Change can never be less than the Floor or more than the Cap, if any. If the Floor is negative, then the Adjusted Change may be negative.

Indexed Interest Rate Variables

For each Indexed Strategy, the Participation Rate, Cap, and Floor shall never be less than the Guaranteed Values set forth on the Contract Specifications page for that particular Indexed Strategy. For each Indexed Strategy, the Index Spread shall never be greater than the Guaranteed Value set forth on the Contract Specifications page for that particular Indexed Strategy. The Company, in its sole discretion, may declare a higher Participation Rate, Cap, or Floor for each new Term or any subsequent Term. The Company, in its sole discretion, may declare a lower Index Spread for each new Term or any subsequent Term.

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INTEREST STRATEGY SELECTIONS

Application of Purchase Payments

All Purchase Payments shall be applied to the Purchase Payment Account upon receipt by us.

Selections of Declared Rate and Indexed Strategies

On each Interest Strategy Application Date, as set forth on the Contract Specifications page, we will apply the then current balance of the Purchase Payment Account to the Interest Strategies you have selected. Your selection must be made by Written Request. Your initial selection of Interest Strategies is set out on the Contract Specifications page. Your selection of Interest Strategies shall continue to apply until changed. You may change your selection of Interest Strategies by Written Request at any time. A change in your selection shall apply to all Interest Strategy Application Dates and Term renewals that occur after our receipt of your Written Request.

Renewals at End of a Term

At the end of each Term, the funds held for that Term shall be reapplied for a new Term based on your most recent selection of Interest Strategies. The new Term of each Strategy shall be subject to the Declared Interest Rate(s), Index Spread(s), Participation Rate(s), Floor(s) and Cap(s) in effect for the Strategy at the time. At the end of a Term, we reserve the right to eliminate a particular Strategy at our discretion. If you have selected a Strategy that is no longer available, we will apply the funds to the Declared Rate Strategy.

Rules Regarding Interest Strategy Selections

The amount you apply to an Interest Strategy must be in whole percentages. We reserve the right to round amounts up or down to make whole percentages, and to reduce or increase amounts proportionately in order to total one hundred percent (100%). We may establish minimum and maximum amounts that must be applied to an Interest Strategy.

SURRENDER AND WITHDRAWALS

Surrender

You may surrender this Contract in full for the Surrender Value at any time before the earlier of:

- 1) the Annuity Commencement Date; or
- 2) a death for which a Death Benefit is payable.

A surrender must be made by Written Request. In the case of a surrender, this Contract shall terminate.

The amount paid upon a surrender shall be reduced by:

- 1) rider fees and charges, if any; and
- 2) the outstanding balance of loans, if any.

Withdrawals

You may take withdrawals from this Contract at any time before the earliest of:

- 1) the Annuity Commencement Date;
- 2) a death for which a Death Benefit is payable; or
- 3) the date that this Contract is surrendered.

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A withdrawal must be made by Written Request. The amount of any withdrawal must be at least \$500. No withdrawal may be made if it would reduce your Account Value to less than the Minimum Required Value, net of any loan. The Minimum Required Value is set out on the Contract Specifications page.

A withdrawal will be taken:

- 1) first from funds applied to the Purchase Payment Account;
- 2) then from the Declared Rate Strategy(ies) having the shortest Term, and if more than one (1), it will be taken proportionally; and
- 3) then from the Indexed Strategy(ies) having the shortest Term, and if more than one (1), it will be taken proportionally.

Exchanges, Transfers, and Rollovers

An amount paid on a withdrawal or surrender may be paid to or for another annuity or tax-qualified account in a tax-free exchange, transfer, or rollover to the full extent allowed by federal tax law.

Termination

We reserve the right to terminate this Contract at any time the Account Value is less than the Minimum Required Value. The Minimum Required Value is set out on the Contract Specifications page. If we terminate this Contract for this reason, we will pay you the Surrender Value. We will not terminate this Contract at a time when a distribution to you is prohibited by the tax qualification or employer plan endorsement.

Deferral of Payment

We reserve the right to delay payment of a surrender or withdrawal after we receive your Written Request for it. We may delay such payment for up to six (6) months upon receipt of written approval from the commissioner of insurance of the state in which this Contract was delivered.

OWNERSHIP PROVISIONS

Owner

The Owner of this Contract is the person or persons named as such on the Contract Specifications page, or the person or persons you designate under the *Transfer of Ownership* provision of this Contract.

Unless it is stated otherwise, the Owner may exercise all of the ownership rights under this Contract.

If you or a joint owner is a non-natural person, then the age of the eldest Annuitant is treated as the age of such Owner for all purposes under this Contract. A trustee or plan sponsor that owns this Contract is considered to be a non-natural person for all purposes under this Contract.

Joint Ownership

If this is a Tax-Qualified Contract, then no joint owner is permitted except where the Contract is owned by multiple plan sponsors or trustees.

If this is not a Tax-Qualified Contract, then two (2) persons may jointly own this Contract. If there is a joint owner, then you and the joint owner must exercise all rights of ownership by joint action.

Assignment

If this is a Tax-Qualified Contract, then you may not pledge, charge, encumber, or in any way assign your interest in this Contract except to the limited extent as may be provided in the tax qualification endorsement and the loan endorsement, if any.

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If this is not a Tax-Qualified Contract, then you generally may assign all or any part of your rights under this Contract. However, you may not assign your rights to:

- 1) designate or change a Beneficiary;
- 2) designate or change an Annuitant;
- 3) transfer ownership; or
- 4) elect a settlement option.

The person to whom you make an assignment is called an assignee.

We are not responsible for the validity or tax effects of any assignment. An assignment must be made by Written Request and must be received at our Administrative Office. We will not be bound by an assignment until we acknowledge it. An assignment is subject to any payment made or any action we take before we acknowledge it. An assignment may be ended only by the assignee or as provided by law.

The rights of an assignee, including the right to any payment under this Contract, come before the rights of an Owner, Annuitant, Beneficiary, or other payee.

Transfer of Ownership

If this is a Tax-Qualified Contract, then you may not transfer, sell, or in any way alienate your interest in this Contract except to the limited extent provided in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then you may transfer ownership at any time during your lifetime. A transfer must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of an Annuitant or Beneficiary or a settlement option election.

Successor Owner

In some cases, your spouse may succeed to the ownership of this Contract after your death. Specifically, if a Death Benefit is payable on account of your death and your spouse is the sole Beneficiary under this Contract, then he or she shall become the successor owner of this Contract if:

- 1) you make that Written Request before your death; or
- 2) after your death, your spouse makes that Written Request within one (1) year of your death and before the Death Benefit Commencement Date.

As successor owner, your spouse shall then succeed to all rights of ownership under this Contract except the right to name another successor owner.

If the successor owner is not your spouse as defined by federal tax law, then the Contract values must be distributed after your death as required by the **Death Benefit Distribution Rules** provision of this Contract.

Community Property

If you live in a community property state and have a spouse at any time while you own this Contract, the laws of that state may vary your ownership rights.

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ANNUITANT PROVISIONS

Annuitant

If this is a Tax-Qualified Contract, then the Annuitant is the Owner, or if the Owner is the plan sponsor or trustee, then the Annuitant is the designated natural person covered under the Plan for whose benefit this annuity contract was purchased.

If this is not a Tax-Qualified Contract, then the Annuitant is the natural person or persons designated by you under the **Designation of Annuitant** provision of this Contract. If you do not designate an Annuitant, or if no Annuitant designated by you is surviving, then the Annuitant shall be each Owner who is a natural person.

Designation of Annuitant

If this is a Tax-Qualified Contract, and if the Owner is the plan sponsor or trustee, then the Annuitant must be designated before the Contract Effective Date. The designation must be made by Written Request, and cannot be changed.

If this is not a Tax-Qualified Contract, then except as provided below, you may make or change a designation of Annuitant at any time before the Annuity Commencement Date. If you or a joint owner is a non-natural person, then the Annuitant must be designated before the Contract Effective Date. After the Contract Effective Date, a designation of Annuitant may not be changed while the Owner or joint owner is a non-natural person. For this purpose, a trustee is considered to be a non-natural person. A designation of Annuitant must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of Beneficiary or a settlement option election. A designation may name two (2) or more natural persons jointly as the Annuitant. On the death of a joint Annuitant, the survivor shall become the sole Annuitant. A designation may name a natural person as a contingent Annuitant. A contingent Annuitant shall become the Annuitant only if there is no surviving primary Annuitant.

BENEFICIARY PROVISIONS

Beneficiary

If a Death Benefit is payable on account of your death or the death of a joint owner, then a surviving owner or joint owner is the Beneficiary no matter what other designation you may have made.

In all other cases, the Beneficiary is the person or persons that you designate under the **Designation of Beneficiary** provision of this Contract, or if none is surviving, then your estate.

A Beneficiary shall be deemed not to be surviving if he or she dies within thirty (30) days after the death for which the Death Benefit is payable.

Designation of Beneficiary

You may make or change a designation of Beneficiary at any time before the Annuity Commencement Date so long as:

- 1) you have not specified that a prior designation is irrevocable; and
- 2) no death has occurred for which a Death Benefit is payable.

A designation of Beneficiary must be made by Written Request. The Written Request must be received on or before the date of death for which a Death Benefit is payable. Except as otherwise elected or as required by law, it shall not change a settlement option election.

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You may designate two (2) or more persons jointly as the Beneficiary. Unless you state otherwise, joint Beneficiaries that survive you shall be entitled to equal shares. You may also designate one (1) or more persons as contingent Beneficiary. Unless you state otherwise, a contingent Beneficiary shall be entitled to a benefit only if there is no primary Beneficiary that survives you.

ANNUITY BENEFIT

Annuity Commencement Date

The Annuity Commencement Date is set out on the Contract Specifications page. You may change the Annuity Commencement Date by Written Request. Such a request must be received by us no later than the chosen date, and at least thirty (30) days before the date of the first payment to be made under a settlement option.

You may not change the Annuity Commencement Date to a date earlier than the first Contract Anniversary. You may not change the Annuity Commencement Date to a date that is later than the Contract Anniversary following your 95th birthday or the 95th birthday of a joint owner, unless we agree.

Annuity Benefit Amount

The Account Value as of the Annuity Commencement Date shall be used to provide Annuity Benefit payments under this Contract. The amount used to provide Annuity Benefit payments shall never be less than the Guaranteed Minimum Surrender Value on the Annuity Commencement Date.

In any case, the amount used to provide Annuity Benefit payments shall be reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted; and
- 3) the outstanding balance of loans, if any.

Annuity Benefit Payments

Annuity Benefit payments shall be made to the Annuitant as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or taxqualified account as permitted by federal tax law; or
- 2) you are not the Annuitant, and you elect to have Annuity Benefit payments made to you as payee.

An Annuity Benefit payment for a payment interval that ends after the death of the payee shall be made to the contingent payee that you designate. If there is no such contingent payee surviving, then such payments shall be made to the person or persons designated as contingent payee by the last payee who received payments. Failing that, such payments shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. Unless you have specified that a prior designation is irrevocable, you may change the payee or contingent payee at any time, subject to the limits on primary payees described above.

In any event, the Annuitant shall be the person on whose life Annuity Benefit payments are based. No change of payee or contingent payee at any time shall change this.

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Form of Annuity Benefit

Annuity Benefit payments shall be made annually under the terms of Option B as described in the SETTLEMENT OPTIONS section of this Contract, with a fixed period of ten (10) years, or if fewer, the maximum number of whole years permitted under the tax gualification endorsement, if any.

In place of that, you may choose to have Annuity Benefit payments made in the form of any other option that is available to you under the SETTLEMENT OPTIONS section of this Contract. Your choice must be made by Written Request that is received by us no later than the Annuity Commencement Date and at least thirty (30) days before the date of the first payment to be made. It is subject to the *Annuity Benefit Distribution Rules* provision of this Contract.

No Annuity Benefit will be paid if we have the right to terminate this Contract under the *Termination* provision of this Contract.

Annuity Benefit Distribution Rules

If this is a Tax-Qualified Contract, then Annuity Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then Annuity Benefit payments that are still payable after the death of the person controlling payments must be made at least as rapidly as payments were being made at the time of such death. For this purpose, the person controlling payments is:

- 1) the Owner, if the Owner has the right to change the payee; or
- 2) in all other cases, the payee.

DEATH BENEFIT

Death Benefit

A Death Benefit shall be payable under this Contract if before the Annuity Commencement Date and before this Contract is surrendered:

- 1) you or a joint owner dies; or
- 2) you or a joint owner is a non-natural person, and the Annuitant dies.

For this purpose, a trustee or plan sponsor is considered to be a non-natural person, and the death of an individual who owns this Contract as a trustee or plan sponsor shall not be treated as the death of an owner.

If a Death Benefit becomes payable:

- 1) it shall be in place of all other benefits under this Contract; and
- 2) all other rights under this Contract shall terminate except for rights related to the Death Benefit.

No Death Benefit shall be paid on your death if your spouse becomes the successor owner of this Contract. Only one (1) Death Benefit can be paid under this Contract.

Death Benefit Amount

The Death Benefit shall be equal to the Account Value as of the Death Benefit Valuation Date. The Death Benefit will never be less than the Guaranteed Minimum Surrender Value as of the Death Benefit Valuation Date.

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In any case, the Death Benefit shall be reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted; and
- 3) the outstanding balance of loans, if any.

Interest on Death Benefit

We will accrue interest on the Death Benefit payable under this Contract as required by law. Such interest, if any, will be added to the Death Benefit to be paid.

Death Benefit Commencement Date

The Beneficiary may designate the Death Benefit Commencement Date by Written Request. This request must be made within one (1) year of the date of death for which the Death Benefit is payable. It is subject to the **Death Benefit Distribution Rules** provision of this Contract. If no designation is made, then the Death Benefit Commencement Date shall be one (1) year after the date of death.

Death Benefit Payments

Death Benefit payments shall be made to the Beneficiary as payee, unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or taxqualified account as permitted by federal tax law; or
- 2) the Beneficiary is a non-natural person, and elects to have Death Benefit payments made to a payee to whom the Beneficiary is obligated to make corresponding payments.

A Death Benefit payment for a payment interval that ends after the death of the Beneficiary shall be made to the contingent payee designated as part of any Death Benefit settlement option election made by you. If there is no such contingent payee surviving, then such payments shall be made to the person or persons designated as contingent payee by the Beneficiary. Failing that, such payments shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. A Beneficiary may not change a contingent payee designation made as part of a Death Benefit settlement option election made by you. A Beneficiary may make or change any other payee or contingent payee designation at any time.

The Beneficiary shall be the person on whose life Death Benefit payments under a settlement option are based. No change of payee or contingent payee at any time shall change this. A Beneficiary that is a non-natural person may elect to have payments based on the life of a person to whom the Beneficiary is obligated. Such an election must be made by Written Request before the Death Benefit Commencement Date.

Form of Death Benefit

Death Benefit payments shall be made annually under the terms of Option A, as described in the SETTLEMENT OPTIONS section of this Contract, with a period certain of four (4) years, or if fewer, the maximum number of whole years permitted under the tax qualification endorsement, if any.

In place of that, you may chose to have the Death Benefit paid as a lump sum or in the form of any option that is available under the SETTLEMENT OPTIONS section of this Contract. Your choice must be made by Written Request that is received by us on or before the date of death for which a Death Benefit is payable.

If you do not make such a choice, the Beneficiary may make that choice after the date of death. His or her choice must be made by Written Request that is received by us no later than the Death Benefit Commencement Date, and at least thirty (30) days before the date of the first payment to be made.

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Any choice is subject to the **Death Benefit Distribution Rules** provision of this Contract.

No settlement option payments shall be paid if the amount to be applied as a Death Benefit is less than \$2,000. In that case, the amount to be applied shall be paid as a lump sum on the Death Benefit Commencement Date.

Death Benefit Distribution Rules

If this is a Tax-Qualified Contract, then Death Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then the Death Benefit must be paid either:

- 1) in full within five (5) years of the date of death; or
- 2) over the life of the Beneficiary or over a period certain not exceeding his or her life expectancy, with payments at least annually starting within one (1) year of the date of death.

However, if this is not a Tax-Qualified Contract and your spouse (as defined by federal tax law) becomes the successor owner of this Contract after your death, then:

- 1) this rule shall not apply at the time of your death; and
- 2) if your spouse later dies before the Annuity Commencement Date, this rule shall apply upon the death of your spouse, with your spouse being treated as the Owner for purposes of this rule.

SETTLEMENT OPTIONS

Conditions

Payments under a settlement option are subject to any minimum amounts, payment intervals, and other terms and conditions that we may from time to time require. If we change our minimums, we may change any current or future payment amounts and/or payment intervals to conform to the change. Payments under a settlement option are made at the end of a payment interval. More than one (1) settlement option may be elected if the requirements for each settlement option elected are satisfied. Once payment begins under a settlement option, the settlement option may not be changed.

All elected settlement options must comply with pertinent laws and governmental regulations and rulings.

If more than one (1) person is the payee under a settlement option, payments shall be made to the payees jointly. No more than two (2) persons may be initial payees under a joint and survivor settlement option.

If payment under a settlement option depends on whether a specified person is still alive, we may at any time require proof that such person is still living. We will require proof of the age of any person on whose life payments are based.

Nonhuman Payees under a Settlement Option

Except as stated below, the primary payee under a settlement option must be a human being. All settlement option payments during his or her life must be made by check payable to the primary payee or by electronic transfer to a checking or savings account owned by the primary payee. Settlement option payments may be made as a tax-free exchange, transfer, or rollover to or for another annuity or tax-qualified account to the full extent allowed by federal tax law. A nonhuman owner may be the primary payee. We may make other exceptions in our discretion.

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Limitation on Election of Settlement Option

A fixed period of less than the Minimum Fixed Period Annuitization is available only as a Death Benefit settlement option. The Minimum Fixed Period Annuitization is set out on the Contract Specifications page.

Settlement Option Computations

The Annuity 2000 Mortality Table for blended lives (60% female/40% male) with interest at [one] percent ([1]%) per year, compounded annually, is used to compute all guaranteed settlement option factors, values and benefits under this Contract. For purposes of calculating payments based on the age of a person, we will use the person's age as of his or her last birthday.

Available Settlement Options

The available settlement options are set out below.

Option A Fixed Period Annuity

We will make periodic payments for a fixed period. The first payment shall be paid as of the last day of the initial payment interval. The maximum time over which we will make payments or money shall be held by us is thirty (30) years. The Option A Table applies to this Option.

Option B Life Annuity or Life Annuity with Payments for at Least a Fixed Period

We will make periodic payments until the death of the person on whose life payments are based. If selected, we guarantee that such payments shall continue for at least a minimum fixed period even if the person should die before the end of that fixed period. The first payment shall be paid as of the last day of the initial payment interval. The Option B Table applies to this Option.

Option C Joint and One-half Survivor Annuity

We will make periodic payments until the death of the primary person on whose life payments are based; thereafter, we will make one-half (1/2) of the periodic payment until the death of the secondary person on whose life payments are based. The first payment shall be paid as of the last day of the initial payment interval. The Option C Table applies to this Option.

We will make periodic payments in any other form of settlement option that is acceptable to us at the time of an election.

Commuted Values

Commuted values are not available unless we agree otherwise.

Settlement Option Tables

The Option Tables show the payments that we will make at sample payment intervals for each \$1,000 applied based on the guaranteed settlement option factors. Amounts may vary with the payment interval and the age of the person on whose life payments are based. Upon request, we will provide information on the payments that we will make for other payment intervals and ages.

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OPTION A TABLE – FIXED PERIOD ANNUITY

Payments for fixed number of years for each \$1,000 applied.

Term of		Semi-		
Payments	Annual	Annual	Quarterly	Monthly
Years				
1	[\$1,010.00	\$503.74	\$251.55	\$83.78
2	507.51	253.12	126.40	42.10
3	340.02	169.58	84.68	28.20
4	256.28	127.82	63.83	21.25
5	206.03	102.76	51.31	17.09
6	172.54	86.05	42.97	14.31
7	148.62	74.12	37.01	12.32
8	130.69	65.18	32.55	10.84
9	116.74	58.22	29.07	9.68
10	105.58	52.65	26.29	8.75
11	96.45	48.10	24.02	8.00
12	88.84	44.31	22.12	7.37
13	82.41	41.10	20.52	6.83
14	76.90	38.35	19.15	6.37
15	72.12	35.97	17.96	5.98
16	67.94	33.88	16.92	5.63
17	64.25	32.04	16.00	5.33
18	60.98	30.41	15.18	5.05
19	58.05	28.95	14.45	4.81
20	55.41	27.63	13.80	4.59]

The values stated for a fixed period shorter than the Minimum Fixed Period Annuitization are available only as a Death Benefit option. The Minimum Fixed Period Annuitization is set out on the Contract Specifications page.

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OPTION B TABLE - LIFE ANNUITY OR LIFE ANNUITY WITH PAYMENTS FOR AT LEAST A FIXED PERIOD

Monthly payments by age of the person named for each \$1,000 applied.

	Number of Months Certain								
Age	0	60	120	180	240				
55	[\$3.25	\$3.24	\$3.22	\$3.18	\$3.12				
56	3.33	3.33	3.30	3.26	3.18				
57	3.42	3.42	3.39	3.34	3.25				
58	3.52	3.51	3.48	3.42	3.32				
59	3.62	3.61	3.58	3.51	3.40				
60	3.73	3.72	3.68	3.60	3.47				
61	3.85	3.83	3.79	3.69	3.54				
62	3.97	3.95	3.90	3.79	3.62				
63	4.10	4.08	4.02	3.89	3.69				
64	4.24	4.22	4.14	4.00	3.77				
65	4.39	4.36	4.27	4.10	3.84				
66	4.55	4.52	4.41	4.21	3.91				
67	4.72	4.68	4.56	4.33	3.99				
68	4.90	4.86	4.71	4.44	4.05				
69	5.10	5.04	4.87	4.55	4.12				
70	5.30	5.24	5.03	4.67	4.18				
71	5.53	5.45	5.21	4.78	4.24				
72	5.77	5.68	5.39	4.89	4.29				
73	6.03	5.92	5.57	5.00	4.34				
74	6.31	6.18	5.76	5.11	4.38				
75	6.61	6.45	5.95	5.21	4.42				
76	6.93	6.74	6.15	5.31	4.45				
77	7.28	7.04	6.35	5.40	4.48				
78	7.66	7.37	6.55	5.48	4.50				
79	8.07	7.71	6.75	5.56	4.52				
80	8.51	8.07	6.94	5.63	4.54]				

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OPTION C TABLE - JOINT AND ONE-HALF SURVIVOR ANNUITY

Monthly payments by ages of the persons named for each \$1,000 applied.*

	Secondary Age**										
Primary Age**	60	61	62	63	64	65	66	67	68	69	70
60	[\$3.39	\$3.42	\$3.44	\$3.46	\$3.48	\$3.50	\$3.52	\$3.54	\$3.56	\$3.57	\$3.59
61	3.47	3.49	3.52	3.54	3.56	3.59	3.61	3.63	3.65	3.66	3.68
62	3.54	3.57	3.59	3.62	3.65	3.67	3.69	3.72	3.74	3.76	3.78
63	3.61	3.64	3.67	3.70	3.73	3.76	3.79	3.81	3.83	3.86	3.88
64	3.69	3.72	3.76	3.79	3.82	3.85	3.88	3.91	3.93	3.96	3.98
65	3.77	3.80	3.84	3.88	3.91	3.94	3.98	4.01	4.04	4.07	4.09
66	3.85	3.89	3.93	3.97	4.00	4.04	4.08	4.11	4.14	4.18	4.21
67	3.93	3.97	4.02	4.06	4.10	4.14	4.18	4.22	4.25	4.29	4.32
68	4.01	4.06	4.11	4.15	4.20	4.24	4.28	4.33	4.37	4.41	4.44
69	4.10	4.15	4.20	4.25	4.30	4.34	4.39	4.44	4.48	4.53	4.57
70	4.18	4.24	4.29	4.34	4.40	4.45	4.50	4.55	4.60	4.65	4.70]

^{*} Payments after the death of the primary payee shall be one-half (1/2) of the amount shown. ** Age as of last birthday

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GREAT AMERICAN LIFE INSURANCE COMPANY®

Individual Deferred Annuity Contract Multiple Interest Crediting Strategies

Multiple Interest Crediting Strategies
Flexible Purchase Payments for Limited Period
Nonparticipating - No Dividends

SERFF Tracking Number: GRAX-G126756033 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 46403

Company Tracking Number: P1080010NW

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

AR - READABILITY CERTIFICATION.PDF

Item Status: Status

Date:

Satisfied - Item: Application

Comments: Attachment:

A1079910NW.PDF

Item Status: Status

Date:

Satisfied - Item: AR - NAIC TRANSMITTAL

DOCUMENT, AR - NAIC FORM

FILING ATTACHMENT

Comments:

Attachments:

AR - NAIC TRANSMITTAL DOCUMENT.PDF AR - NAIC FORM FILING ATTACHMENT.PDF

Item Status: Status

Date:

Satisfied - Item: FIA Certification

Comments:

Attachment:

AR - FIA Certification 072810.PDF

Item Status: Status

SERFF Tracking Number: GRAX-G126756033 State: Arkansas

Filing Company: Great American Life Insurance Company State Tracking Number: 46403

Company Tracking Number: P1080010NW

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1080010NW

Date:

Satisfied - Item: Cover Letter

Comments: Attachment:

Cover Letter.PDF

STATE OF ARKANSAS

READABILITY CERTIFICATION

COMPANY NAME: Great American Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
P1080010NW	53

Signed:	

AMI -

Name: John P. Gruber
Title: Senior Vice President

Date: _08/05/10

Great American Life Insurance Company®

Administrative Address: P.O. Box 5420, Cincinnati, Ohio 45201-5420



Member Companies

Single Premium Deferred Annuity with Multiple Interest Crediting Strategies - Request Form

1. Owner	
Primary Owner Name Address City State Zip Phone Sex M F F SSN/FEIN Birth date Email Address	Joint Owner (only available for Non-Qualified contracts) Name Address City State Zip Phone Sex M F SSN/FEIN Birth date Email Address
2. Annuitant (if other than Owner) Primary Annuitant Name Address City State Zip Phone Sex M F F SSN/FEIN Birth date	Joint Annuitant (only available for Non-Qualified contracts) Name Address City State Zip Phone Sex M F F SSN/FEIN Birth date
A. Product Name B. Initial Purchase Payment: Amount \$	D. Tax Qualification for New Annuity [Non-Qualified] [IRA] [TSA 403(b)] [Inherited IRA] [Roth 403(b)] [Roth IRA] [457] [SIMPLE IRA] [Other (please specify)] [SEP IRA] [E.] [Riders] [Income Sustainer Rider (not available for all ages) If this Rider is elected you must complete the Income
C. Additional Purchase Payments: Amounts \$ Check enclosed (check here if indirect rollover) [Transfer] [Rollover] [CD Redemption] [Brokerage Account] [1035 Exchange] [If 1035 Exchange or Transfer, from what company?]	If this Rider is elected, you must complete the Income Sustainer section on the Selection Form.] [F.] Special Requests

4. Beneficiary

If the beneficiary listed below is not designated as a Primary or Contingent beneficiary, it will automatically default to a Primary designation. All shares will be divided equally unless otherwise noted in the space provided.

List additional beneficiaries on the Additional Beneficiary Designation Form. Share/Percentage must equal 100%. If beneficiary is a trust, list the name of the trust, name(s) of the current trustee(s), and trust agreement date, AND provide copies of the first page and signature page of the trust. If the owner of the contract applied for is a trust, the trust must be designated as the primary beneficiary.

Primary Beneficiary				Contingent Beneficiary			
	Share/Percentage	9/	ó		Share/Percentage		%
Name			_	Name			
Address				Address			
City	State	Zip		City	State	Zip	
SSN	Relationship		_	SSN	Relationship		
	Share/Percentage	9/	ó		Share/Percentage		%
Name			_	Name			
Address			_	Address			
City	State	Zip		City	State	Zip	
SSN	Relationship		_	SSN	Relationship		
	Share/Percentage	%)		Share/Percentage		%
Name			_	Name			
Address			_	Address			
City	State	Zip		City	State	Zip	
SSN	Relationship		_	SSN	Relationship		
	Share/Percentage	%)		Share/Percentage		%
Name				Name			
Address			_	Address			
City	State	Zip	_	City	State	Zip	
SSN	Relationship			SSN	Relationship		
	Share/Percentage	9/	ó		Share/Percentage		%
Name				Name			
Address				Address			
City	State	Zip		City	State	Zip	
SSN	Relationship			SSN	Relationship		
	Share/Percentage	9	6		Share/Percentage		%
Name				Name		`	
Address			_	Address			
City	State	Zip		City	State	Zip	
SSN	Relationship		_	SSN	Relationship		

5. Notices (Please review the notice that applies to your state.)

[Arizona Residents: Upon written request, we will provide reasonable factual information within a reasonable time regarding the benefits and provisions of the Contract. If for any reason you are not satisfied with the annuity contract, you may return it within twenty (20) days (or thirty (30) days if the Contract holder is age 65 or older on the date of the request form for the annuity Contract) after the Contract is delivered to you and receive a refund of all monies paid.]

[Arkansas, Louisiana and Rhode Island Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in a request form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[California Residents Age 65 or Older: The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of an annuity or life insurance product may have tax consequences, early withdrawal penalty, or other costs or penalties. We recommend that you consult independent legal or financial advice before selling or liquidating any assets to fund the purchase of any life insurance or annuity product.]

[Colorado Residents: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

[District of Columbia Residents: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.]

[Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a request form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]

[Maine, Tennessee, Virginia and Washington Residents: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.]

[Maryland Residents: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in a request form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[New Jersey Residents: Any person who includes any false or misleading information on a request form for an insurance policy is subject to criminal and civil penalties.]

[New Mexico Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in a request form for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.]

[Ohio Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits a request form or files a claim containing a false or deceptive statement is guilty of insurance fraud.]

[Oklahoma Residents: WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

[Pennsylvania Residents: Any person who knowingly and with intent to defraud any insurance company or other person files a request form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

6. Existing Insurance/Replacement	
A. For request forms signed in [AL, AK, AZ, AR, CO, HI, IA, KY, LA, ME, MD, MS, MT, NE, NH, NJ, NM, NC, OH, OR, RI, SC, TX, UT, VT, VA, WV, or WI], answer only question # 1.	B. For request forms signed in [CA, CT, DE, DC, FL, GA, ID, IL, IN, KS, MA, MI, MN, MO, NV, ND, OK, PA, SD, TN, WA, or WY], answer only question # 2.
 Do you have any existing life insurance policies or individual annuity contracts currently in force with this Company or any other company? Yes No 	 Will this contract replace or use cash values of any existing life insurance or annuity with this company or any other company?
If "Yes" to # 1, complete the Important Notice Replacement of Life Insurance or Annuities. Your agent must present and read the Notice to you unless you voluntarily waive this step.	If "Yes" to # 2, please provide company name and policy/contract #, and complete the appropriate Replacement Notice. Company
	Policy/Contract #
	Company Policy/Contract #
	Company
	Policy/Contract #
7. Agreement	
I certify that I have read the statements and that my answers to the questions on this request form are true and complete to the best of my knowledge and belief.	By signing below, I also authorize any law enforcement agency, public or private institution, information service bureau or other entity contacted by the Company to furnish information sufficient to confirm my/our personal information as required by Federal law. I hereby
I understand that the annuity for which I am applying is a single premium deferred annuity with multiple interest crediting strategies. I understand that the values of the annuity may be affected by the change in an external index. I understand that the annuity does not directly participate in	release all persons, agents and agencies, and entities providing confirming information from any and all liability arising out of the request for or the release of confirming information.
equity or debt investments. I understand that only the guaranteed minimum surrender value is guaranteed, and that the other values are not guarantees, promises, representations or	Signed at (city) (state)
warranties.	Owner's Signature
I received and reviewed the Disclosure Document that includes	Date
information about my annuity contract, its benefits, and the fees and charges that apply to it.	Joint Owner/Plan Administrator's Signature (if applicable)
I understand annuities are not insured by the FDIC, or the NCUSIF,	Date
and are not a deposit or other obligation of, or guaranteed by a bank	

PLEASE INCLUDE THE STRATEGY SELECTION FORM WITH THIS REQUEST FORM. WE WILL NOT BE ABLE TO PROCESS YOUR CASE WITHOUT THE STRATEGY SELECTION FORM.

PLEASE ALSO NOTE THAT ADDITIONAL FORMS OR DOCUMENTATION WILL BE REQUIRED TO VERIFY THE AUTHORITY OF THE PERSON SIGNING WHERE THE OWNER IS A TRUST, CORPORATION OR OTHER ENTITY, OR WHERE A POWER OF ATTORNEY IS BEING USED.

A1079910NW 4

or similar financial institution. Annuities are subject to investment

risk, including possible loss of principal amount invested.

I further certify that this transaction is in accord with the Company's written statement with respect to the acceptability and appropriateness of replacements.			
1st Agent's Name (please print)			
Agent's Signature			
Date			
Agent Code #	Commission Split	%	
E-Mail Address			
2 nd Agent's Name (please print)			
Agent's Signature			
Date			
Agent Code #	Commission Split	%	
Phone			
E-Mail Address			
	written statement with respect to the of replacements. 1st Agent's Name (please print) Agent's Signature Date Agent Code # Phone E-Mail Address 2nd Agent's Name (please print) Agent's Signature Date Agent Code # Phone Date Agent Code # Phone	written statement with respect to the acceptability and appropri of replacements. 1st Agent's Name (please print) Agent's Signature Date Agent Code # Commission Split Phone E-Mail Address 2nd Agent's Name (please print) Agent's Signature Date Agent Code # Commission Split Phone Date Agent Code # Commission Split Phone	

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of Arkansas									
2	Department Use Only									
2.	2. State Tracking ID									
3.	Insurer Name & Address		Domicile	Insurer License Type		NAIC Group #	N	AIC#	FEIN#	State #
P. O.	American Life Insurance Comp Box 5420 nnati OH 45201-5420	pany	ОН		0084		63312 13- 1935920			
4.	Contact Name & Address		Telephone	Telephone # Fax # E-mail Address			l Address			
P. O.	. Fleming Box 5420 nnati OH 45201-5420		800-854-36 Ext. 10018	549	51	3-412-1470			ng@gafri.com	1
5.	5. Requested Filing Mode Review & Approval				_					
6.	Company Tracking Number	P10800	10NW							
7.	New Submission ■	•	ubmission	Previous file	e #					
			Individual	Franch	hise	2				
8.	Market	Gre	Group Small Large Small and Large Employer Association Blanket Discretionary Trust Other:							
9.	Type of Insurance	A0	7I Individual	Annuities - Spe	cia	1				
10.	Product Coding Matrix Filing Code	A07I.001 Equity Indexed								
11.	Submitted Documents		FORMS							

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12.	Filing Submission Date	08/05/10						
		Amount Check Date						
13.	Filing Fee (If required)	Retaliatory X Yes No Check Number						
14.	Date of Domiciliary Approval	pending						
15.	Filing Description:							
	Enclosed for your review and approval, please find the forms referenced above. These forms are new forms and do not replace any existing forms, nor have they been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards. These forms were filed in Ohio, our state of domicile, on 07/29/10. Form number P1080010NW is a fixed indexed annuity contract. It will be marketed to the general public through financial institutions and appropriately licensed producers. It can be issued as either a non-tax qualified annuity by itself, or as a tax							
	qualified annuity by attaching one of Form number A1079910NW, will be							
16								
16. I HE	Certification (If required) REBY CERTIFY that I have reviewe	ed the applicable filing requirements for this filing, and the filing complies with all						
	cable statutory and regulatory provision							
Print	Print Name Juli K. Fleming Title Senior Compliance Analyst							
	Jui V Lymina							
Signa	ture Jui K. Heming	Date 08/05/10						

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17.	Form Filing Attachment				
This fi	iling transmittal is part of company tracking number	P1080010NW			
This f	iling corresponds to rate filing company tracking number				

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Individual Deferred Annuity			
	Contract	D1000010NW	Revised	
		P1080010NW	Other	
02			☐ Initial	
			Revised	
]	Other	
03			☐ Initial	
			Revised	
			Other	
04			☐ Initial	
			Revised	
			Other	
05			☐ Initial	
			Revised	
		1	Other	
06			☐ Initial	
			Revised	
]	Other	
07			☐ Initial	
			Revised	
]	Other	
08			☐ Initial	
			Revised	
]	Other	
09			☐ Initial	
			Revised	
			Other	
10			☐ Initial	
			Revised	
			Other	
11			☐ Initial	
			Revised	
			Other	

ACTUARIAL CERTIFICATION

R. - & Incl

P1080010NW:

External-indexed contracts will be addressed separately in the annual (Section 8) actuarial opinion and memorandum. The amount and type of assets held as well as the level of reserves and how they were developed will be addressed annually.

A detailed file defining the hedging system will be established and maintained. Results of regular analysis of the effectiveness of the system will also be part of the file.

Sherri L. Isch, A.S.A., M.A.A.A.

Product Development Actuary

July 28, 2010



LIFE INSURANCE COMPANY

Administrative Mailing Address: P.O. Box 5420, Cincinnati, Ohio 45201-5420

August 5, 2010

NAIC No. 0084-63312 FEIN No. 13-1935920

Insurance Commissioner Jay Bradford Compliance - Life and Health Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

RE: Request For Approval - Great American Life Insurance Company P1080010NW Individual Deferred Annuity Contract

Dear Insurance Commissioner Bradford:

Enclosed for your review and approval, please find the forms referenced above. These forms are new forms and do not replace any existing forms, nor have they been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards. These forms were filed in Ohio, our state of domicile, on 07/29/10.

Form number P1080010NW is a fixed indexed annuity contract. It will be marketed to the general public through financial institutions and appropriately licensed producers. It can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.

Form number A1079910NW, will be used to apply for this contract.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at jfleming@gafri.com.

Sincerely,

Juli K. Fleming

Senior Compliance Analyst

Jui K. Fleming